

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF PARKS AND OUTDOOR RECREATION

SEAN PARNELL, GOVERNOR

☐ KENAI PARKS OFFICE
PO BOX 1247
SOLDOTNA, ALASKA 99669
Phone: (907) 262-5581
Fax: (907) 262-3717

February 27, 2012

Re: Permit to operate Anchor River State Recreation Area
And Stariski State Recreation Site

Dear Prospective Campground Operator:

The State of Alaska, Department of Natural Resources, Division of Parks & Outdoor Recreation is offering an opportunity for a qualified entity to obtain an exclusive Competitive Permit for Commercial Activities to operate the park facilities at Anchor River State Recreation Area and Stariski State Recreation Site. The sites are located near Anchor Point, AK, and approximately 15 – 20 miles north of Homer, Alaska. Applications must be received at the issuing office no later than Monday, March 30, 2012, at 4:00 p.m. Copies of the bid packet and permit application are available at the Kenai Area Park office or find online at: <http://dnr.alaska.gov/parks/asp/anchorrfp.pdf>

The enclosed information explains the procedures the Division of Parks and Outdoor Recreation will follow to seek competitive proposals (bids) prior to awarding a permit to a single operator. The permit is being granted for two years, with an option to renew for up to five additional years. The bidding procedure is explained in the bid packet, Request for Proposals (RFP), Section 3.17. The permit will be awarded based upon:

1. A minimum bid of \$1,000,
2. The operator's ability to perform, methods and resources,
3. The operator meeting license and insurance requirements,
4. The operator's experience and references,
5. The best value or return to the State.

The proposal will be evaluated by a team selected by the issuing office, in accordance with the criteria described in Section 3.18 of the RFP.

The RFP contains numerous permit stipulations that should be read and understood before a bid is offered. It is up to the prospective operator to decide how the facility will be managed, and if the prospective operator has the necessary skills and time available to successfully manage the required duties. If an operator fails to provide a satisfactory service, the permit may be revoked without refund. The State does not guarantee that an operator will make a profit with this permit, and the State does not assume any risk of loss. The permit only authorizes the operator to use a State Park area to conduct a legal commercial enterprise.

Please note that corrections or additions may be made to the RFP that could change the content of the proposal (see Section 1.11). If you receive your packet over the web, be sure to let the Alaska State Parks Kenai Area office know your name and contact information so that you can be notified in the event of any addenda.

In addition to this RFP, DPOR is also advertising another RFP to provide tractor launching services at Anchor River SRA. The tractor launch RFP is also advertised during the same time as the park operations RFP and respondents are encouraged to provide proposals for both services, if appropriate. The tractor launch RFP is also available at the Kenai Area Park office or on the web at www.alaskastateparks.org

Sincerely,
s/Jack Sinclair
Jack Sinclair
Area Park Superintendent

Enclosure: Request for Proposals for Private Commercial Operation of
Anchor River State Recreation Area & Stariski State Recreation Site

REQUEST FOR PROPOSALS
FOR
PRIVATE COMMERCIAL OPERATION OF
Anchor River State Recreation Area and
Stariski State Recreation Site

ANCHOR POINT, ALASKA

Issuance Date: February 28, 2012

Due Date and Time for Proposals:
March 30, 2012 at 4:00 p.m.

Issued by:
STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF PARKS AND OUTDOOR RECREATION
KENAI/PWS AREA

Permit Supervisor: Jack Sinclair
Physical Address: Mile 3.5, Lou Morgan Rd., Sterling, AK

Mailing Address: Alaska Division of Parks and Outdoor Recreation
PO Box 1247
Soldotna, AK 99669

PHONE: (907) 262-5581
FAX: (907) 262-3717
E-Mail: Jack.Sinclair@alaska.gov

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Section 1. INTRODUCTION

This is a Request for Proposals (RFP) to all qualified persons, firms, partnerships, corporations, and private/non-profit organizations to submit a proposal for the private, commercial operation of Anchor River State Recreation Area and Stariski State Recreation Site, (hereafter referred to as “park”). The State intends to issue a Competitive Park Use Permit for Commercial Activities authorizing the private operation of the park beginning in May 2012. The permit will have an initial two-year term, and may be renewed for an additional five years by mutual written agreement.

The State does not guarantee a profitable operation; rather, applicants are responsible for reviewing the RFP and making their own determination concerning business viability.

1.1 Park Description

Anchor River State Recreation Area (SRA) is located near Anchor Point, AK. Anchor Point is located at approximately mile 156 of the Sterling Highway. This 228 acre recreation area is located approximately one half mile from the Sterling Highway and consists of four campgrounds and day use areas along the Anchor River and a campground and day use area along the Cook Inlet beach. Recreational opportunities at Anchor River SRA include saltwater and freshwater fishing, camping, picnicking, and beachcombing. While most of the recreational activities center on sportfishing in the Anchor River, the sport saltwater fishery in Cook Inlet has become popular. Most saltwater boats launch into Cook Inlet from the beach at Anchor River SRA at the tractor assisted launch. This service is provided by a private business operating under a permit from the Division of Parks and Outdoor Recreation (DPOR). The beach access road provides access through most of the park and terminates at the Cook Inlet beach, which is the most westerly point of the highway system in North America. The beaches provide outstanding views of the Alaska Range, across Cook Inlet, and offer recreation for local residents and visitors.

Stariski State Recreation Site is located about four miles north of Anchor Point at mile 152 of the Sterling Highway. This 60 acre recreation site has 16 camping sites and is located on a bluff overlooking Cook Inlet. On a clear day this is an excellent location to look out over Cook Inlet and see the mountains of the Alaska Range.

1.2 Summary of Services to be Provided

The Permittee will be responsible for operating the parks similar to the State’s previous management, including janitorial and facility maintenance and repairs, resource protection, public services, site supervision, and fee collection.

In return for operating and maintaining the park, the Permittee will be allowed to collect fees for: overnight camping, daily parking, firewood, and picnic shelter use.

At a minimum, camping and day use services must be provided. Respondents should specify in their proposals the types and dollar amounts of fees they intend to charge, for consideration by the State during proposal evaluations and permit negotiations.

1.3 Park to Remain a Unit of the State Park System

The State intends that the park will continue to be identified as a unit of the Alaska State Park system. All existing entrance signs, bulletin boards, and other park furnishings that identify the park by name and contribute to a consistent and uniform “state park look” will remain in place.

A sign stating, “This Park is operated under a commercial use permit issued by Alaska State Parks to *(insert business name)*” shall be placed on or near all of the fee stations as well as the park entrances.

1.4 Camping Passes for Disabled Alaskan Veterans

Under state law AS 41.21.026(d), Alaskan disabled veterans of this country with service-connected disabilities are entitled to one free camping pass annually. This pass entitles the holder to free overnight camping in all state park campgrounds. The Permittee shall be required to honor the disabled Alaskan veteran (DAV) passes.

1.5 Annual Daily Parking Passes

The State sells annual day use parking passes that exempt the holder from paying day use parking fees. The passes can produce significant savings for individuals who are frequent state park users. The state has discontinued the previous annual camping pass program, so all users other than those with DAV passes must pay overnight camping fees on a daily basis.

The State will require the Permittee to honor the annual day use parking and DAV camping passes. The Respondent should indicate in the proposal whether this is dependent on some type of a credit or pay-back system from the State. Details of the credit system being proposed should be provided in sufficient detail to enable the State to assess the operational and financial impacts on the State (see **Appendix A**).

The State may agree to allow the Permittee to sell day use parking passes. Passes would be sold to the Permittee at a wholesale rate of \$30 (retail cost \$40) for day-use parking. Complaints of high-pressure sales tactics by the Permittee would be grounds for suspending pass sales.

1.6 Permit Fee Paid to the State

At a minimum, the annual permit fee shall be \$1,000. The payment to the State offered by the Respondent in their proposal will be one factor considered in awarding the permit, and may be the subject of negotiations. Based on negotiations, there may be an additional permit fee, such as a higher flat payment, or a percentage of gross receipts, per-visitor fees, or some other combination. The State is not obligated to accept the application with the highest return to the government. The State reserves the right to issue the permit on the basis of a trade-off between the fee to the government and technical merit.

The State and Permittee may negotiate a reduction in this fee in exchange for the Permittee’s agreement to make major repairs or improvements to the facility, or to compensate the State with goods or services, or as compensation for accepting state park annual passes*. (*No more than 20% of the total annual permit fee may be waived in exchange for compensation for accepting annual state park passes.)

The State will entertain a proposal that establishes a major maintenance account, to be used for repairing non-insured damage to facilities, capital improvement projects such as major cost projects, services, and supplies which address deferred maintenance needs, road improvements, major facility alterations, and unforeseen non-recurring major expenses, etc. This account could be funded with fees generated under this permit.

The permit fee will be subject to negotiation and possible adjustment at the end of the initial two-year permit term.

1.7 Annual Operations Plan

Respondents to this RFP are required to submit an annual operations plan for the 2012 season as a part of their proposal. (See **Appendix B**) This plan, the permit stipulations included in this RFP and other portions of the successful Respondent's proposal shall control the Permittee's activities allowed in the facility. It is understood that all of these items may be modified by negotiations between the State and successful Respondent (which will become the Permittee). Further, the plan and permit stipulations may be modified during the period of the permit by mutual agreement of the parties.

1.8 Business Plan

Respondents are required to submit a Business Plan. **Appendix C** has a suggested Business Plan format. Respondents should use it or another format that provides the necessary information. The Business Plan will be used to evaluate the respondent's financial and technical ability.

1.9 Issuing Office

The office issuing this RFP is:

State of Alaska, Department of Natural Resources
Division of Parks and Outdoor Recreation
PO Box 1247
Soldotna, AK 99669

Permit Supervisor: Jack Sinclair
Physical Address: Mile 3.5 Lou Morgan Road, Sterling
Phone: (907) 262-5581, ext. 7
FAX: (907) 262-3717
Email: Jack.Sinclair@alaska.gov

All inquiries regarding this RFP shall be directed to: Karlyn Herrera, Chief of Administrative Services, Division of Parks and Outdoor Recreation, Anchorage

Phone: (907) 269-8703

Fax: (907) 269-8907

Email: Karlyn.Herrera@alaska.gov

1.10 Deadline for Receipt of Proposals

All Respondents are required to deliver three copies of their proposal in a sealed envelope to the

address shown above under "Issuing Office." Proposals must be received at the issuing office on or before 4:00 p.m. on Friday, March 30, 2012. Failure to meet the deadline will result in disqualification of the proposal without review. The proposal, following a required format and including all appropriate attachments, should be delivered in a sealed envelope, clearly labeled as follows:

"PROPOSAL FOR COMMERCIAL OPERATION OF
ANCHOR RIVER SRA AND STARISKI SRS"
(COMPANY NAME)

All offers will be recorded as to time and date they were received and distributed unopened to the evaluating team members.

1.11 Questions and Addenda to this RFP

Questions that could substantially change the content of this RFP must be made in writing at least ten working days before the deadline for the receipt of proposals. Answers to questions that significantly change the content of this RFP will be made available to all persons, groups or firms that received an RFP.

1.12 Permit Type, Term, and Renewal

The permit that will be awarded under this RFP is a Competitive Park Use Permit for Commercial Activities. The initial term of the permit will be two years from the date of issuance by the State, after signing by both parties. The permit may be renewed for up to five additional years by mutual written agreement.

1.13 Solicitation and Permitting Authority

The permit will be issued under authority of:

- AS 41.21.010
- AS 41.21.020
- AS 41.21.026
- 11 AAC 12.300
- 11 AAC 18.010
- 11 AAC 18.025
- 11 AAC 18.040

Copies of these laws and regulations are available for inspection in State offices.

1.14 Summary of Solicitation Process

Later sections of this RFP contain detailed information on the process that will be followed in soliciting proposals and awarding a permit. The required proposal format is detailed in ¶ 3.17. The State will evaluate proposals using the criteria listed in ¶ 3.18 and select the apparent successful respondent for negotiations toward issuance of a permit. The draft permit and stipulations in Section 4 will serve as the starting point for negotiations. If negotiations with the apparent successful respondent are unsuccessful, the State may decide, in its sole discretion, to terminate negotiations. The State may then decide to enter into negotiations with the second-rated respondent or reissue the RFP or terminate all further work towards issuance of a permit.

SECTION 2. PARK DESCRIPTION

2.1 Description – Anchor River SRA and Stariski SRS

Anchor River SRA is a 228 acre park unit with a variety of recreational opportunities, including camping, fishing, picnicking, boating, and beach combing. This recreation area is located near the community of Anchor Point which at approximately mile 156 of the Sterling Highway. The recreation area is approximately 15 miles north of Homer and 60 miles south of Soldotna. There are approximately 76 designated camping sites, 58 day use parking sites, an additional 70 parking sites where overnight camping is allowed and 8 outhouse style restrooms in this recreation area

The following facilities are located within Anchor River SRA and will be operated by the successful vendor:

- Silverking Camping Area and Day Use Area
35 combination overnight camping and day use parking sites
- Coho Camping Area and Day Use Area
28 camping sites, 12 day use sites
- Steelhead Camping Area and Day Use Area
35 combination overnight camping and day use parking sites
- Slidehole Campground & Day Use Area
30 camp sites, 39 day use sites
- Halibut Campground and Day Use Area
18 camp sites, 7 day use sites
- Hiking Trail (between Silverking Day Use Area and Slidehole Campground)
- Fishing Access Trail (between Slidehole Campground and Anchor River)
- Fishing Access Trails (between Slidehole Day Use Area and Anchor River)

Note: The parking lot at the end of the beach access road will be managed and operated by the tractor launch service and not the campground operator.

Anchor River SRA was originally constructed in the 1970s. Recent upgrades and improvements occurred during the 1990s and included developing the Slidehole and Halibut campground which are the most popular campsites within the recreation area. The Slidehole shelter is a great location for group gatherings and giving interpretive presentations and there are three interpretive panels where the access paths lead to the river. The Slidehole day use parking lot is one of the more popular places to park and hike to access the river. The Silverking day use area is a popular place to park and fish along the river. The Coho and Steelhead sites are areas where tent camping is allowed and are places where people park to access the river. The Halibut campground is a traditional campground located near the Cook Inlet beach. A day use parking area offers people an area to park and walk along the beach, enjoy the scenery, and picnic.

People are drawn to Anchor River because of excellent freshwater and saltwater fishing opportunities. The Anchor River is one of the first rivers in Southcentral Alaska to open for King salmon fishing in May. People continue to fish the Anchor River in the summer as the silver salmon arrive. The Anchor River has one of the northernmost natural steelhead runs, and

is extremely popular with Southcentral Alaskan anglers and out of state visitors. The saltwater fishing in Cook Inlet also attracts people to this area as they fish for various species of salmon and halibut. A charter fishing industry has developed in this part of the Kenai Peninsula and provides Alaskan residents and out of state visitors with off shore fishing opportunities.

Wildlife viewing opportunities include viewing moose, otters, mink and a variety of birds including loons, ducks, swans, owls, eagles and a variety of passerine birds. The beaches of Cook Inlet and the river estuary and open flats are great places for birding. Marine mammals that may be viewed offshore include harbor seals and beluga whales.

Scenic views abound at Anchor River SRA. Besides the scenic qualities offered along the Anchor River, the views across Cook Inlet are outstanding, offering views of the Alaska Range with Mt. Redoubt, Mt. Illiamna, and Mt. Augustine. Many people are also intrigued by watching the tractors launch boats along the beach.

Stariski SRS is a 60 acre park located along a Cook Inlet bluff at mile 152 of the Sterling Highway which is approximately four miles north of Anchor Point. The campground is located approximately 20 miles north of Homer and 56 miles south of Soldotna. Facilities include 16 camp sites, 16 picnic tables, 14 fire rings, a shelter, water source, and an outhouse. The campground is located on a bluff and overlooking Cook Inlet and offers outstanding views of the Alaska Range and the lower inlet. The Stariski SRS facility was originally constructed in the 1960s. Recently, this campground has been impacted by the spruce bark beetle and many of the large spruce trees have been removed.

All in all, Anchor River SRA and Stariski SRS offer outstanding recreational opportunities in a setting rich with natural and cultural resources and scenic viewing qualities.

2.2 Visitation and Use Patterns

Most of the visitation at Anchor River SRA and Stariski SRS is from Alaskan residents. The first six weeks of summer are the busiest at Anchor River and during the Memorial Day weekend nearly every camp site is occupied and the park is extremely busy. This high level of use is the result of the opening of the southern Kenai Peninsula rivers to King salmon fishing and the arrival of the summer season in Southcentral Alaska. The use continues and is highest on weekends when the rivers are open. Towards the second half of summer, use slows to a more relaxed pace. Use of the Anchor River continues through snowfall. Visitation at Stariski SRS is significantly less than Anchor River and this campground is never completely filled to capacity. Recreation is an important part of the Anchor Point economy and as a result, these parks are very important to the local community.

Visitor use information:

Anchor River SRA Estimated Visitation

Fiscal Year	Overnight Camping	Day Use	Total
2011	10761	18711	29,472

Stariski SRS Estimated Visitation

Fiscal Year	Overnight Camping	Total
2011	1346	1346

2.3 Revenue Collections

Overnight camping fees have been collected at these sites for the past 22 years. Day use parking fees have been collected at Anchor River SRA for 12 years. Other revenue collected has been generated by the reserved use of park facilities. A separate competitive permit has been issued for the sale of firewood in the past. (No information is available regarding annual sales revenue from firewood sold under this permit.)

Fees collected at both Anchor River SRA and Stariski SRS have been collected primarily at self service fee stations using a steel tube safe, also known as an “iron ranger.” While compliance has generally been good at these sites, the volunteer campground hosts and park staff have followed up to ensure improved compliance.

2.4 Management Issues

There are several management issues that are unique to Anchor River SRA and Stariski SRS. Anchor Point has volunteer fire and emergency medical staff available for response to the park, with a station located in the community. Currently, Alaska State Troopers are dispatched from the Homer Post; however they are expected to relocate to the community of Anchor Point this winter. The State Park summer office, in which the supervisor for this district is stationed, is located in Ninilchik, which is about 20 miles from the park. A response to park incidents by this supervisor can take at least 20 minutes or longer if the supervisor is at other state park units further north of Ninilchik. The respondent should plan for how they will communicate with public safety agencies for emergency response, and what actions they may take while awaiting help.

The Memorial Day weekend is the busiest weekend of the year at Anchor River SRA. At this time, visitation can exceed the parks capacity. It is imperative to have all staff fully trained, able to communicate with each other, and able to communicate with law enforcement and public safety authorities prior to this weekend. Much of the illegal activities that occur in this area have typically occurred outside of state parks, however, in order to reach these sites people must drive along the beach access road and this may impact park visitors.

The economy of the Anchor Point area is heavily dependent on recreation. As a result, the community has a keen interest in the management and operations of Anchor River. DPOR is aware of the importance of the parks to this community and has established a citizen's advisory board for the lower Kenai Peninsula state parks. This board provides local input to DPOR on the management of the Lower Peninsula parks. The respondent must be sensitive to the concerns of the local community and is encouraged to develop positive relations with the community.

Vandalism is an occasional problem at these sites, and has historically ranged from minor to major. No major incidents have occurred in the past 10-15 years, although incidents of vandalism occur each summer. Examples include spray painting graffiti in buildings, tearing off latrine doors or uprooting barrier posts or signs.

Firewood sales over the past years has provided both a convenient service to campground users as well as reduced the impact on campground trees. The respondent is encouraged to continue providing firewood sales to campers.

Natural hazards in these parks include exposure to the cold waters of Cook Inlet, with its swift tidal currents, and the Anchor River. The bluffs along Cook Inlet can be steep and eroding, and may be a hazard to unwary or careless visitors.

State Parks has recruited and provided volunteer campground hosts in these parks for the past 20 years. This has greatly improved the ability of the state to communicate visitor information to park visitors, deter crime, and improve fee compliance. The respondent is encouraged to plan for an on-site presence by hosts or staff.

2.5 Operating Costs

The following is an estimate of annual costs for operating the two park areas, based on a combination of actual records and approximation of some items. These figures do not include staff salaries and benefits, vehicle expenses, or depreciation.

Anchor River SRA & Stariski SRS Operations Cost Details

Utilities (electricity)	\$900- \$1500
Refuse Collection	\$2700- \$4000
Latrine Pumping	\$2700- \$4500
Water Tests	\$300- \$800
Road Grading	\$800- \$1200
Service/Repairs	\$1200- \$2500
Janitorial Supplies	\$800- \$2000
Construction/Maintenance Supplies (Signs, Lumber, Paint, Etc.)	\$5500 - \$7000
Misc. Supplies & tools	\$500- \$1500
Total (does not include staff costs)	\$15400- \$25000
Other costs	
Volunteers (Stipends, Uniforms, Training)	\$2000- \$5000

2.6 Facility Improvements

Some of the facilities located within the parks were constructed in the mid 1970's. Since then there have been capital improvement projects that rehabilitated park facilities. Other facilities, such as the Slidehole campground and Halibut campground and day use area were developed in the 1990s and are in good condition. New latrines were constructed at the Coho and Slidehole units within the last five years. Latrines in the Silverking and Steelhead camping and day use areas were built in the 1990s. Sections of parking lots at the Slidehole campground and Steelhead, Coho, and Silverking camping and day use area parking lots/roadways were damaged during the 2002 flood and have been repaired with new gravel and grading.

- Silverking, Coho, and Steelhead camping and day use areas are in good condition. All three latrines are in good condition, with the Coho latrine being new.
- Slidehole campground is in good condition. The day-use latrine was built in 2006 the campground latrine is a 1990's vintage and is in good condition.
- Slidehole day use parking lot is in good condition.
- Halibut campground and day use parking lots are in good condition. Both latrines are in good condition.
- The trail that connects the Silverking, Coho, Steelhead and Slidehole sites is in good condition. Damage from the 2002 floods was repaired in 2004.
- The river access trails from the Slidehole day use area are in poor condition. The trails should be improved to allow people improved access to the Anchor River.
- Stariski campground is in adequate condition. The latrine was replaced in 2011.
- There are a total of 122 picnic tables located in these recreation areas. Most tables are in poor to adequate condition and require painting and maintenance each year. Many are rotten. During the summer of 2004 staff rebuilt (replaced the lumber) on 24 tables. Treated lumber was used and this will not require the amount of upkeep (painting) that the old untreated lumber does. The successful respondent should plan to develop a maintenance plan to replace the lumber on the existing tables.

2.7 State-Furnished Supplies

The following supplies will be furnished by the State:

- Forms, at no cost to Permittee:
 - Daily Use Report
 - Monthly Use Report
 - End of Season Report
 - Park Hazard Inspection Report
 - Park User Survey
 - Group Use Permit
- Brochures, at no cost to Permittee:
 - Division of Parks and Outdoor Recreation statewide brochures
 - Other park brochures as availability permits
- Self Registration Fee Envelopes
 - Cost: \$60.00/ box of 500 envelopes (\$.12 each)

SECTION 3. SOLICITATION PROCESS, PROPOSAL EVALUATION, AND PERMIT NEGOTIATIONS

3.1 Required Review

All Respondents should carefully review this RFP, without delay, for defects and questionable or objectionable matter. Questions, objections, or comments should be made in writing and received by the issuing office contact person no later than ten days before the proposal opening deadline so that any necessary addenda may be distributed to all interested parties. Protests based upon omissions, errors, or the contents of this RFP may be disallowed if not made known prior to this deadline.

3.2 Addenda to the RFP

Any addenda by the State to this RFP will be in writing and made available to all persons who have received a copy of this RFP from the issuing office. Persons who receive a copy of the RFP from an on-line internet source must notify the issuing office with their contact information so that addenda may be forwarded to them without delay.

3.3 Business and Professional License Requirements

Before a permit will be issued, the successful Respondent must obtain a valid Alaska business license to do business in the State of Alaska. For more information on a license, contact the Department of Commerce and Economic Development, Division of Occupational Licensing, P.O. Box D--LIC, Juneau, Alaska 99811. Telephone 907-465-2534. Website: <http://www.dced.state.ak.us/occ/home.htm>

3.4 Incurred Costs

The State is not liable for any costs incurred by Respondents prior to issuance of an approved permit. All costs incurred as a result of responding to this RFP are the sole responsibility of the Respondent.

3.5 Disclosure of Proposal Contents

AS 09.25.110 requires public records to be open to reasonable inspection by the public. All proposals and other materials submitted, excluding those items specifically designated by the State in the RFP as confidential or proprietary, become the property of the State. Selection or rejection of the proposal does not affect that right. Detailed cost and pricing information will be held in confidence until notice of award. All proposals will be kept on file for a period of two years.

3.6 Right of Rejection

The State reserves the right to reject any proposals that do not address all the requirements of this RFP. In addition, the State may reject all proposals at any time if there has been improper or inadequate review or when it is not in the best interest of the State to select a proposal.

3.7 Evaluation of Proposals

All proposals received will be reviewed and evaluated based on the evaluation criteria outlined in

¶ 3.18 below, by one or more persons assigned from the issuing office.

3.8 Interviews

The State reserves the right to independently interview Respondents if the preliminary evaluation results in two or more Respondents being equally qualified. The interviews will be scheduled at the convenience of the evaluating team and will be limited to clarification to insure a mutual understanding of the proposal's contents. However, the State reserves the right to issue a permit based solely on initial applications, without oral or written discussions.

3.9 Negotiations

If the preferred Respondent fails to provide the necessary information for negotiations in a timely manner, or negotiate in good faith, or cannot perform as specified in the RFP or in the Respondent's proposal, the State may terminate negotiations and negotiate with the next highest ranked Respondent, or terminate award of the permit.

3.10 Notice of Intent to Award

After completion of the evaluation process or preliminary permit negotiations, the State will issue a written "Notice of Intent to Award" to all Respondents. This notice will contain the names and addresses of all Respondents, including the intended recipient of the permit. Delivery of this notice will begin a 30 day appeal period under 11 AAC 02. Final permit award is dependent upon completion of negotiations and approval of the permit by the Permit Supervisor.

3.11 Appeals

In accordance with 11 AAC 02, unsuccessful Respondents or other persons adversely affected by a permitting decision may appeal or seek reconsideration. Appeals should be addressed to the Division Director, and must:

- be in writing;
- be signed by the appellant or the appellant's attorney;
- be timely filed in accordance with 11 AAC 02.040;
- specify the case reference number used by the department, if any;
- specify the decision being appealed;
- specify the remedy requested by the appellant and the grounds on which the request is based;
- state the address to which any notice or decision concerning the appeal is to be mailed;
- identify any other affected agreement, contract, lease, permit, or application by case reference number, if any; and
- include a request for a hearing, if a hearing is desired, accompanied by a request for any special procedures to be used at the hearing and a description of the factual issues that need to be decided at the hearing.

3.12 Additional Terms and Conditions

The State reserves the right to include additional terms and conditions during the course of permit negotiations. These terms and conditions must be within the general scope of the original RFP.

3.13 Proposal as Part of Permit

The Respondent's proposal package will become an integral part of the permit. The proposal's contents will become binding obligations, except where specifically modified during permit negotiations. It shall not, however, be considered the total binding obligation.

3.14 Authorized Signature

The proposal must be signed by an individual authorized to bind the Respondent to its provisions. The proposal must remain valid for at least 60 days. These items are certified in the permit application. (**Appendix A**)

3.15 Respondent's Certification

By signature on the Competitive Commercial Use Permit Application (**Appendix A**), Respondents certify that they comply with:

- 1) the laws of the State of Alaska;
- 2) the applicable portion of the Federal Civil Rights Act of 1964;
- 3) the Equal Employment Opportunity Act and the accompanying federal regulations; and
- 4) all terms and conditions set out in this RFP.

If any Respondent fails to comply with 1) through 4) of this paragraph, the State reserves the right to disregard the proposal, terminate the permit, or consider the Permittee in default.

3.16 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working under the permit has a possible conflict of interest. If there is a conflict of interest or appearance of a conflict of interest, a brief description of the nature of the conflict must be included in the statement. This is certified within the Competitive Commercial Use Permit Application. (**Appendix A**)

3.17 Required Format

To enable fair and consistent evaluation of proposals, the following format is required. Incomplete forms or failure to include any of the forms or items requested could result in a lower score with respect to the evaluation criteria to which the information pertains, or may result in disqualification of the proposal.

Competitive Commercial Use Permit Application (**Appendix A**)

This form must be completed in its entirety.

Operations Plan and Requested Changes to Permit Stipulations (**Appendix B**)

Business Plan, (**Appendix C**)

The Business Plan will be used to evaluate the respondent's financial and technical ability.

Letters of Reference

Attach a minimum of two written letters of reference from individuals or business representatives who can attest to your ability to perform successfully under this RFP.

3.18 Proposal Evaluation Criteria

Each proposal will be evaluated based on the criteria indicated below. These criteria are listed in descending order of importance. The objective is to select the respondent whose proposal best serves the public need. The Evaluation Committee will evaluate each proposal in accordance with the evaluation criteria in this section.

1. Proposed Operation and Services

- How well does the proposal adequately address the goods and/or services, quality, and costs to the public as requested in the RFP?
- How well does the proposal reflect an understanding of the operational issues and questions that are likely to arise and include realistic means of dealing with those matters?
- How well does the proposal reflect an understanding of the resources and time that will be needed to provide the services requested in the RFP?
- How well does the proposed operational schedule meet all the requirements specified in the RFP?
- How well do the services compare to those proposed by other respondents?

2. Managerial Ability and Business Experience

- How well do the Respondent's resume, references, and current or past performance in this kind of enterprise indicate sound business ability and a good client/community relationship?
- How well does the Respondent's resume and references prove that they have the ability to provide the required services?
- Rank the amount and type of experience dealing with visitor services or working with the public in a service-related business.
- If the Respondent has no directly relevant experience, what evidence is provided that the firm has the skills and resources to successfully perform?

3. Business Plan

- How well does the proposal provide detailed plans, specifications, cost estimates, and a plan of operation that meets all requirements specified in the RFP, and falls within the scope of required services?
- How realistic is the respondent's business plan for the conditions and visitation expected? Is the business plan complete?
- How well have all the reasonable costs for operating been considered in the business plan?
- How well has the Respondent calculated their projected revenue for the business?

4. Financial Resources

- How well has the Respondent demonstrated that they have enough resources (i.e.: staff, equipment, finances, etc.) committed to providing the services as required under this RFP?

5. Fees Charged to the Public

- Are the rates to be charged fair and consistent for services to be provided? How do they compare to other proposals?

6. Compensation (return) to the State

- What does the Respondent offer the State as compensation for this business opportunity?
- Is there an additional payment in excess of the minimum annual fee as specified in ¶1.6?
- Is the additional payment a flat fee or variable?
- Does the firm want financial credit from the State for honoring annual day use parking passes or disabled veteran camping passes sold or issued by the State?
 - If so, does the proposal contain an acceptable system for crediting the Permittee for the number of passes honored and what is the effect of the credits on the amount of compensation offered?
- How does the amount offered compare with other respondents?

7. Optional Additional Services or Proposed Changes to the RFP

- What permit stipulations are proposed for revision or deletion, and what effect would the proposed change have?
- Are additional services offered, such as: Operation and maintenance extras, interpretive services, security, conversion of non-fee to fee sites, use of specialized professionals to perform deferred maintenance work, accelerated schedule to perform deferred maintenance work, performing surveys of visitors to improve services, etc.?
- How well do the proposed permit stipulation changes enhance safety, convenience and efficiency of park users beyond that required in the RFP?
- Evaluate whether the proposed changes affect the basic services requested in this RFP in a negative way.
- Has the respondent submitted another proposal to operate the Anchor River tractor launch, and if so, does that proposal combine with this one to provide a greater level of visitor service?

SECTION 4: PERMIT STIPULATIONS

This section contains draft commercial use permit stipulations, which should be carefully reviewed by potential Respondents prior to offering a proposal. Proposals should identify any permit terms and stipulations that are unacceptable or that need revision or deletion. Any terms or stipulations that should be added should also be identified.

4.1 Permittee Use of Premises

The Permittee shall use the premises for the purposes of outdoor recreation and other services consistent with the park's purposes. The lands, facilities and structures described in ¶ 2.1 are available for use by the Permittee for these authorized operations.

4.2 Specific Authorization

Only those activities specifically authorized herein are permitted. The Permittee is responsible for securing written authorization from the Permit Supervisor for all other services and activities not specifically authorized herein but consistent with the original RFP. The Permittee must provide all labor, transportation, supplies, and equipment necessary for operations under this permit.

The Permittee or his/her employees, agents, or clients may not interfere with free public use of State park lands, waters, or facilities in the area of permit operations.

4.3 Products and Services to be Provided

The Permittee is authorized and required to provide the following services:

- facility and janitorial maintenance, as further described in ¶ 4.16 – ¶ 4.19 below;
- protection of park natural resources;
- visitor information;
- collection of applicable park user fees;
- compliance with applicable sanitary standards, including drinking water and sewage, and solid waste; and
- inform visitors of park rules and seek compliance.

The Permittee will be responsible for providing all items needed to maintain and operate the park units listed in this RFP, and to the standards specified in this RFP. These include, but are not limited to:

- Toilet paper, cleaning and disinfecting/deodorizing solutions, shovels, brooms, mops, toilet brushes, paint brushes, paint, chain saws, brush cutters, drills, generators, carts, and any other tools and supplies necessary to accomplish operation and maintenance of the park units listed in this RFP. Paint and stain used by the permittee shall conform to DPOR standards for type and color.
- Telephones, cellular phones or two-way radios, fax machines, computers, and any other office equipment necessary to maintain records and fee collection duties described in this RFP. The permittee shall be responsible for all utility fees associated with such equipment.
- All vehicles necessary to perform the work described in this RFP.
- All storage buildings or containers, employee housing, or other facilities proposed by the

permittee must have written approval of the State prior to installation. If applicable, the site manager's trailer or motor home must fit in the available space, and present a neat, clean and professional image. All facilities used in the permit operations must be neat, clean and well maintained.

- All combination, keyed or deadbolt locks required for operations and maintenance of the park units. The permittee will furnish the State with combinations or keys to locks on all state-owned facilities.

4.4 Permit Term

The initial term of this permit begins on approximately May 1, 2012, or the date it is signed by both parties, whichever is later, and expires on December 31, 2013. And may be renewed for a period up to five years thereafter.

4.5 Permit Renewal

Prior to the expiration of the initial term of this permit, and provided the Permittee has, in the judgment of the State, satisfactorily provided the services contemplated in this RFP, Permittee may apply to have the permit renewed for up to an additional five year term. The renewal application shall be in writing at least 30 days before the expiration of the initial term.

The State will perform a mid season and an annual performance evaluation, using the form found in **Appendix I**.

4.6 Permit Fees

The Permittee shall pay to the State during the entire term of this permit, each year, for the right to exercise the privileges herein contained, a minimum consideration of \$1,000. Payment shall be made on or before May 15 each year.

4.7 Payments Required

Permit payments, as indicated in the Proposal, must be received by the issuing office prior to May 15 each year. Failure to submit the payment may result in termination of the permit, and the State will advertise for a new Permittee. Any additional payments, such as a percentage of gross fees, per client fees, etc. are due September 30 of the permit year. Any late payments under this permit shall, in addition to allowing the State to declare a breach of permit obligations, accrue interest owed to the State at the maximum rate allowed under AS 45.45.010(a).

4.8 Park Rules and Regulations

The Permittee should be generally familiar with Alaska State Park regulations. The State will provide the Permittee with an orientation on these regulations that apply to all units of the park system.

The Permittee is also responsible for informing park visitors of the following site-specific rules and regulations:

- Pets must be on a leash at all times. The leash cannot exceed nine feet in length.
- No one may occupy a campsite for more than 15 consecutive days, or more than 15 total days per month.

- Camping is allowed in designated areas only.
- All vehicles must stay on roadways or parking areas provided.
- Discharge of gray water onto the ground is prohibited.
- Open fires are allowed only in the fire pits provided, or on non-vegetated gravel saltwater beaches.
- Discharge of firearms and fireworks is prohibited.
- Peeling bark and cutting or disturbing live vegetation is prohibited.
- Quiet hours in the campground are from 11 p.m. to 6 a.m. Generators, stereos, or other loud noises are prohibited.

4.9 Applicable Director's Orders

The Permittee should become familiar with various Director's Orders which apply to the park units under permit. See Appendix K.

4.10 Protection of Lands, Facilities, Resources

The Permittee shall exercise due diligence in protecting the facilities, lands, waters, and other resources of the park from damage due to natural or human causes.

4.11 Archaeological-Paleontological Discoveries

The Permittee shall immediately notify the Permit Supervisor of any antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this permit. The Permittee shall leave such discoveries intact until authorized to proceed by the State Historic Preservation Officer. Protective and mitigative measures specified by the State Historic Preservation Officer shall be the responsibility of the Permittee.

4.12 Alcoholic Beverages

The Permittee may not sell or serve alcoholic beverages.

4.13 Staffing

The Permittee shall provide adequate staffing to meet the requirements of the RFP, and shall ensure that all training and supervision of the personnel is provided while performing under the provisions of this permit. The Permittee must also meet the requirements of state and Federal laws governing employment, wages, worker safety, etc. Applicable laws include, but are not limited to, laws governing equal opportunity, civil rights, fair labor standards, minimum wage, worker's compensation, OSHA regulations, ADA, and immigration laws regarding employment of non-citizens.

- **Hosts/Site Managers**

- A history of operations experience indicates that having personnel stationed at some park units is very useful in providing the quality of services required to assist with visitor information, provide fee compliance reminders and otherwise assist visitors with their stay. The State recommends that hosts/site managers be located at the Coho, Slidehole, Halibut, and Stariski campgrounds. Placing additional hosts/site

managers at the other camping areas is encouraged.

- **Permittee duties**

- Permittee shall designate in writing a person and backup persons who shall be responsible for all of the Permittee's operations under this permit.
- Permittee shall report to the State in a timely manner any significant problems its employees or agents observe in the park.
- Permittee shall acquire and maintain certification for all employees in Standard First Aid and Cardio-Pulmonary Resuscitation (CPR), meeting the standards of American Red Cross, OSHA, or equivalent standards.

- **Employee Conduct**

- The Permittee is responsible for the conduct of his or her employees. This Permit does not shield the Permittee or his or her employees from prosecution if they violate any laws, either while performing their duties or while on their own time.
- The Permittee's employees or agents shall not engage in activities that would lead a member of the public to believe they are State employees.
- The Permittee shall not allow its employees, agents, or guests to create a disturbance that could be disruptive to the public's use and enjoyment of the area.
- The Permittee shall cooperate with other groups or organizations permitted to use the area or premises.
- The Permittee shall ensure that employees do not use or work under the influence of intoxicating beverages, illicit or mind altering drugs while on duty or representing the Permittee.
- The Permittee is not allowed to possess or use firearms on the premises and shall prohibit the possession or use of firearms by their employees and staff.

- **Uniforms and Vehicles**

- Permittee and employees shall wear an insignia or uniform, identifying themselves clearly as Permittee operators. The purpose of this rule is to distinguish Permittee staff from State employees or volunteers. The insignia or clothing may not resemble uniform items worn by State employees or volunteers, and must be maintained in a clean and presentable manner while performing duties. Examples of suitable uniform components include ball caps, tee shirts, sweat shirts, vests, or jackets with the company name or logo on them.
- Any vehicles used in the performance of this permit shall be clean, quiet and well maintained. A professional quality sign containing the Permittee's name must be displayed on each side of the vehicle.

4.14 Annual Operations Plan and Budget

The Permittee shall prepare an annual operations plan and budget for State approval that includes operating procedures, expenses projected for its activities, improvements to be made, equipment purchases, projected marketing and promotion costs, salaries to be paid, and other operating costs. This budget shall be submitted on or before March 15 for that calendar year. (See **Appendix C**, Business Plan, for forms that may be used to provide future expense projections.)

4.15 Ownership of Improvements

Unless previously approved in writing by the Permit Supervisor, ownership of all structures and other park improvements made by the Permittee shall transfer to the State at the end of the permit term or renewal term (whichever is applicable) or upon permit revocation or termination. As owner of these improvements, it is the State's intent to ensure that maintenance is done to arrest deterioration and appreciably prolong the life of the improvements. Any materials, equipment, or fixtures made a part of the existing State improvements during the Permittee's term become the property of the State.

If the Permittee has made previous arrangement with the Permit Supervisor to retain ownership of improvements, they must be removed from the premises immediately upon permit expiration, revocation, or termination and the surrounding grounds restored to their original condition.

4.16 Seasons, Hours of Operation

The Permittee shall conduct "full operations" of the park from mid-May until mid-September each year. This full operations season may be extended or reduced by mutual agreement, and with the written authorization of the Permit Supervisor. During the full operations season, Permittee's staff must be on-site and available to answer questions and perform other public services for a minimum of two hours during peak daylight operating hours at each park unit, each day of the operating season. This hourly requirement is in addition to time spent performing routine janitorial and facility maintenance chores.

4.17 Pre-season Operations

Before opening a park unit for the season, the Permittee shall be responsible for meeting the following pre-season inspections and maintenance standards:

- Park Hazard Inspection: The Permittee shall conduct a safety inspection to detect any hazards present in the park unit that need to be corrected prior to public use and occupancy. Hazards such as dead trees, hazardous limbs, tripping hazards on pathways or other public use areas, holes, structural deficiencies, etc., must be identified and the hazard remedied prior to the site being opened to the public. The inspection must be documented on a form provided by the State, with reports provided annually to the State. (see ¶ 4.27 & ¶ 4.36). (See **Appendix G** for Park Hazard Inspection form.)
- Water Systems: The Permittee is responsible for meeting all applicable health and safety standards for managing the park units' potable water systems. The State will provide assistance during the initial year to help the Permittee become familiar with the water systems present in the park.

The Permittee is responsible for all repairs of the water systems which are caused by vandalism, natural events, forces of nature, and events attributed to the Permittee's actions or negligence.

Fees for overnight camping may not be collected unless potable water is provided. The

Permittee is responsible for maintaining the public water supply and meeting Alaska Department of Environmental Conservation (DEC) standards. These standards require quarterly bacteriological testing, and annual testing for Nitrate/Nitrite by a certified laboratory. In the event of an “unsafe” sample, the Permittee is required to notify the Permit Supervisor and complete all required retesting. (Specific questions may be directed to the Department of Environmental Conservation.) Permittee shall maintain records of all maintenance and testing done on wells.

When a park unit with overnight camping does not have potable water available due to system failure, unsafe water tests, or other causes, the Permittee may not charge overnight camping fees until potable water is once again restored for visitors. An alternative source of potable water may be provided to remove this restriction.

Water pumps should be inspected and cleaned regularly. Overhanging brush and ground vegetation should be removed from access paths. Each pump should be posted with a sign that states: “To keep this water clean, please clean fish or wash at least 200 feet from this water source. The State of Alaska recommends that all water from this well be boiled for your protection.” These signs will be provided at the start of the permit period.

- General Facilities Maintenance: A thorough cleaning of all facilities should be completed prior to the visitor season so that sites meet standards when they are opened to the public.
- Bulletin Boards, Fee Stations and Signs: Bulletin boards and fee stations shall be updated with current information. Signs that may have been taken down during the winter shall be re-installed.

4.18 Post-season Operations

Remove bulletin boards and signs as necessary to reduce winter vandalism loss. Pump latrine vaults (if half full or more) at sites that experience heavy early spring use. Notify utility companies of telephone disconnects, as applicable. Conduct year-end report and submit to Permit Supervisor. Close and lock gates.

4.19 Damage to State Facilities

In case of vandalism or other causes of damage to state facilities, the state shall self-insure all of the latrines in the park. In the event of a claim, the state and the Permittee shall split the cost of the deductible (\$1,000 per insured structure).

If a single event of damage or vandalism of non-insured facilities exceeds \$1000 in estimated repair costs, or if ordinary wear and tear is considered excessive, the Permittee and Permit Supervisor will negotiate each one’s share of those costs. Applicable repair costs may be used to reduce the Permittee’s annual fee, if negotiated and agreed to in writing before repairs are made.

Should it be determined that the Permittee’s actions contributed to the damage to park facilities, the state’s commitment in the above sections is not implied, and the Permittee shall be fully responsible for the repair costs.

Should damage occur to facilities other than within the Permittee's operating season, the Permittee is expected to repair the damaged facilities when the damage is less than \$500 to repair. When damages exceed \$500, the Permittee and the Permit Supervisor will negotiate each one's share of the costs.

4.20 Customer Service

The mission of the Alaska Division of Parks and Outdoor Recreation is to provide outdoor recreation opportunities and conserve and interpret natural, cultural and historic resources for the use, enjoyment and welfare of the people. Permittees who operate within Alaska State Park units are expected to assist in achieving this mission. Customer service is central to the permitted operation. As such, the Permittee is expected to develop and implement methods for responding to visitor needs in a helpful, professional and courteous manner, giving timely and friendly information and assistance, and doing those things necessary to ensure that visitors have a safe and enjoyable stay in the park unit.

The Permittee shall make Park User surveys available to the public. (See **Appendix H**)

4.21 Facility and Janitorial Maintenance Standards

The Permittee will be responsible for all janitorial and facility maintenance of the park or park units during the designated operating season. The services will be conducted on a regularly scheduled basis to maintain the cleanliness, safety, and serviceability of the parks and facilities. The Permittee is responsible for all repairs to facilities, structures, parking areas, roads, camping sites, trails, signs and sign posts, bulletin boards, trash containers, and other improvements, and to the grounds in general. This includes painting, preserving and providing preventive maintenance for all items within and associated with the park or park units. The Permittee is also responsible for replacement and improvements of the park furnishings, as negotiated with the Permit Supervisor.

The Permittee agrees to meet all requirements of quality and standards of service prescribed by law or regulation, or which are necessary to protect the public health, safety, and welfare. All repairs and improvements will be done in a professional manner using generally accepted techniques and practices. Anything that appears to be a threat to public safety (holes or tripping hazards on pathways or other public areas, hazardous limbs or trees, structural defect, etc.) must be immediately secured to avoid safety risks to the public or visitors and repaired as soon as possible.

Toilets.

All toilet buildings and fixtures shall be cleaned at least three times per week and inspected each day the Permittee or other staff members are in the parks. Messy toilets will be cleaned whenever found. Each toilet will be furnished with two rolls of paper in theft proof hangers, plus fumigants.

All parts (inside and outside) of the toilet fixture, including seats and lids shall be scrubbed and washed down with an approved cleaning solution and water. A long handled brush shall be used to clean the inside and outside of the toilet fixture. After cleaning with the soap solution, the

toilet seat and toilet lid must be rinsed with fresh water. A pressurized water pump may be used. Pooled water shall be removed from the floor with a broom or squeegee. Pooled water shall be swept away from in front of the door.

All walls, edges, and floors shall be free of dust, dirt and loose material. Fecal matter found on the floors, walls or side of the toilet shall be placed in the pit using a shovel, and residue removed by scrubbing with a brush and cleaning solution or pressurized water spray.

All writing or marking on the walls must be obliterated by erasure, sanding, washing or over-painting, immediately upon discovery.

A fumigant or bacterial agent must be used to control odors in the vault or pit. Severe odor problems may require repeated treatments. Solution shall be poured evenly over the fecal matter.

If insects are observed inside the pit, the Permittee must spray the inside with insecticide. The Permittee is responsible for scheduling the pits pumped and cleaned to prevent the pits from getting too full, and enhance odor control. A certified sewage handler must pump toilet vaults whenever the sewage level reaches 12 inches below the floor level. All solids and liquids shall be removed from the parks and taken to an approved facility.

The Permittee shall repair all deficient hinges, springs, hooks, latches or other door hardware upon discovery. Rusty or faulty toilet seats must be fixed or replaced. If damage is beyond the immediate capability of repair, it must be reported to the Permit Supervisor within 24 hours of discovery, and provide details on how and when the damage will be repaired.

Spider webs and wasp nests found inside along wall and ceiling seams and those found under outside rooflines shall be removed upon discovery.

Picnic Shelter. When the tables and concrete slab become soiled, they must be scrubbed with a disinfecting solution and completely rinsed with fresh water, to maintain a sanitary condition and clean appearance. All pooled water must be removed. No standing water should remain on the tables or floor after service.

Tables. Scrub down all tables with a cleaning solution, rinse with clear water. This service is to be completed the first visit of the season and the first week of the month for all tables whether soiled or not. All soiled tables shall be scrubbed down and rinsed as necessary. Any tables that are broken or vandalized must be repaired immediately. Tables must be kept clean and in good repair, and painted every two years. Repair of damaged table planks will be the responsibility of the Permittee.

Fire pits. Fire pits and/or grills should not be allowed to fill up. Rocks, garbage, broken bottles and burned out cans must be removed from fire pits during scheduled maintenance. Ashes must be removed from fire pits when they are half full. Ashes may not be placed in dumpsters or trash cans while hot. Broken grills or fireplaces shall be repaired immediately. Fire pits will be thoroughly cleaned out the first service visit of the year and the first week of each month during

the operating season. Re-level any fire pits that require it. Remove any rock fire rings or modifications that were not installed or approved by the State. Remove ashes from unauthorized fire rings, scatter rocks and spread soil over these sites to make them less conspicuous.

Litter and Trash.

- All litter shall be picked up when found. All water areas shall be free of litter and garbage. When garbage cans have been knocked over or garbage overflows on the ground, it must be picked up, bagged and removed from the area or placed in a dumpster. The Permittee shall provide and service regularly either garbage cans or dumpsters suitable to contain all the trash generated on site.
- The Permittee is encouraged to provide animal-resistant garbage containers to reduce the incidence of bear problems.
- All garbage must be disposed of at a DEC-approved facility. Garbage may not be burned or disposed of on State Park lands or waters.
- The Permittee is encouraged to place and regularly service an aluminum recycling container.

Signs, posts and other barriers. Ensure that all signs are maintained. Replace faded or shot up signs as often as necessary. All sign posts and vertical auto barriers shall be straightened or replaced as necessary. Auto bumpers shall be maintained free of obscuring brush and grass, and in a straight and level position.

Bulletin Boards. Bulletin boards must be maintained in good repair with accurate, uncluttered, current information regarding the facility, regulations, fishing and natural resources information and local services information.

Fee Station Area. The fee station area shall be maintained in a neat, clean and professional manner.

Road Maintenance. The Permittee shall conduct routine road maintenance, such as pot hole filling, water diversion, and other road maintenance as necessary to enable safe and reasonably comfortable vehicular use of park roads. The Permittee shall grade all gravel park road surfaces at least once annually, before the season begins. The State may require additional grading, pothole filling, dust abatement or other road maintenance as necessary to enable safe and reasonably comfortable vehicular use of park roads. The Permittee shall propose a road maintenance schedule to accomplish these goals.

Vegetation Control. Brush and annual vegetation shall be cut back from parking bumpers, signs, bulletin boards, latrines, roadside, etc. seasonally or more frequently as needed. Roadsides and campsite pullouts must have brush trimmed back to no closer than five feet (5') from the edge. Lawn areas shall be mowed weekly. Any felling or removal of trees must be approved in advance by the Permit Supervisor. Gate tie back posts must be visible with all brush cleared at ground level leaving no stakes for potential accidents.

Riverbank Revegetation. Areas along the Anchor River have been trampled by people fishing and accessing the river. The contractor will maintain approximately 500 feet of plastic barrier fencing (green or black) along the river bank as directed by the Permit Supervisor.

Painting. All painted picnic tables, signposts, litter barrels and stands, bulletin boards, water pumps, gates and toilets shall be painted every two years beginning in the first year of the permit. The Permit Supervisor will specify the paint and stain type and color standards.

Recreation Site Improvements or Alterations. Any permanent site improvement or alterations by the Permittee must first be approved by the State. The Division of Parks and Outdoor Recreation will conduct site planning for park improvements. The State will consider allowing the Permittee to provide a portable or temporary building. The size, design and location will be approved by Alaska State Parks. These may be only summer seasonal facilities, and must be temporary buildings that can be moved when no longer needed. An electrical utility installation will be considered if brought into the recreation site.

Minor Repairs. Repairs of hinges, toilet paper holders, door hooks or latches, and door springs shall be performed when discovered. Graffiti on walls, rocks or other places shall be painted over or otherwise removed upon discovery; it may be necessary to sand the area prior to painting to ensure graffiti does not show through.

Cleaning Time. The site shall be cleaned between the hours of 7:00 a.m. and 5:00 p.m.

4.22 Safety Equipment

The Permittee is hereby made aware that hazardous chemicals, cleaning agents, equipment, and conditions may be encountered during operations under this permit. It shall be the Permittee's responsibility to insure that paints, chemicals, and equipment are used and disposed of in a responsible manner per manufacturer's recommendations. It shall also be the Permittee's responsibility to provide necessary safety equipment (including gloves, goggles, boots, etc.), and insure that they are used whenever unsafe conditions might be encountered. Pathogens, which may cause diseases such as hepatitis and cholera, and intestinal problems, may be encountered during toilet maintenance. It shall be the Permittee's responsibility to provide necessary information, safety equipment, and any other preventive measures, including vaccinations, to themselves and their employees.

4.23 Emergency Response/Safety

The Permittee must be prepared to respond to any emergencies (medical, law enforcement, facility breakdown, fire, flood, etc.) that might occur in and around the facilities covered under this permit. Permittee should describe how they will be prepared to respond to such emergency situations in their proposal. An annual emergency response plan will be submitted to the Permit Supervisor by March 15.

4.24 Accident Notification

The Permittee shall notify the Permit Supervisor within twenty-four (24) hours of any accidents involving personal injury, or threatening incidents involving wildlife, or of incidents involving the loss of equipment such as coolers, tents, or other gear that could create the impression that persons may be lost or in danger.

4.25 Use of Fee Sites by Non-fee Paying Guests

Use of toilets and/or potable water facilities in park units by non paying customers will be allowed at no charge.

4.26 Site Security and Law Enforcement

The Permittee is responsible for providing site supervision to ensure public use, enjoyment, and safety. Permittee's staff must be on-site and available to answer questions and perform other public services for a minimum of two hours during peak daylight operating hours at each park unit, each day of the operating season. This hourly requirement is in addition to time spent performing routine janitorial and facility maintenance chores.

In responding to violations of state and local laws, regulations and ordinances, the Permittee has the same authority as a private citizen. Permittees cannot enforce state or local laws, but should be knowledgeable of applicable park regulations, fish and game regulations, or other applicable state regulations or laws, and should report violations of regulations to the appropriate law enforcement authorities. The Permittee will be expected to inform visitors of the rules and regulations applicable to use and occupy the park units. If the Permittee needs assistance in dealing with unruly, criminal, and other behavior that creates public safety concerns, the Permittee should gather as much information as possible on the violator without jeopardizing his or her own safety, and contact the nearest appropriate law enforcement authority.

The Permittee shall take reasonable measures to prevent and discourage vandalism, theft and disorderly conduct within the park unit. The Permittee shall be responsible for reporting acts of vandalism or destruction of state or personal property to the Permit Supervisor, after notifying the appropriate law enforcement authority. The Permit Supervisor shall be notified within 24 hours when such acts are discovered.

4.27 Required Site Safety Inspections

In addition to the pre-season park hazard inspections requirement, the Permittee is also required to perform regular inspections of the park, to identify potential safety hazards and other conditions needing remedial action to maintain quality facilities and visitor experiences. High risk site conditions that develop during the season shall be mitigated, or the site shall be closed until the safety concerns are corrected

Trees shall be kept free of nails, rope, wire, unsafe branches, and other hazards that might endanger users or damage the trees. Rocks, logs, sticks, or other similar natural or man-made objects that create a safety hazard or an unsightly condition should be removed from the permit area daily. Sites or facilities within two tree lengths of a standing hazardous tree should be closed until the condition is corrected.

The Permittee is solely responsible for identifying, correcting, and reporting all safety hazards to the Permit Supervisor. The State has no duty under the terms of the permit to inspect the permit area or operations of the Permittee for hazardous conditions or compliance with health and safety standards.

The inspections are to be documented on a form provided by the Division. (see **APPENDIX G. PARK HAZARD INSPECTION FORM**)

4.28 Cooperation

The Permittee shall work closely with the State to further the park and its programs. The Permittee will provide the State with reasonable access to park premises for the purpose of conducting inspections for compliance with the terms of this permit and as otherwise necessary to ensure that public safety, services, resource protection, and other park purposes are maintained.

4.29 State Use of Premises

The State reserves the right to utilize all facilities for its purposes, and to construct additional facilities it deems necessary for park operations. Facilities will be constructed in a manner that will not unduly interfere with Permittee's operations. Insofar as possible, all facilities constructed will be jointly planned for by the State and the Permittee.

4.30 Use of Premises by other Commercial Operators

The State reserves the right to issue permits to other commercial operators to provide services that are outside the scope of services contained in this permit. Examples of services that the State may permit include guided fishing, hiking or boating services, or bus and van tours, etc. Unless notified otherwise by the Permit Supervisor, the Permittee may charge applicable fees to these operators for activities that normally incur a fee such as overnight camping or day use parking, but may not charge fees above the level charged to the general public. The Permittee shall assist the State in ensuring that any commercial operators using the park unit are appropriately permitted as evidenced by an annual commercial operator decal on their vehicles. If the Permittee encounters a commercial operator who is not permitted to operate with the park unit, the Permittee shall notify the Permit Supervisor with all known applicable information on the operator.

When applicable, the state will pass on "per client fees" that are paid by commercial operators to help offset Permittee costs. An equitable distribution of per client fees will be agreed upon by the Permit Supervisor and the Permittee.

4.31 Other Permitted Uses

The State reserves the right to issue permits for other special activities within the park units, under the authority of 11 AAC 18.010. Examples may include Special Park Use Permits for organized events, promotional events, etc. The Permittee is not authorized to issue permits for activities addressed within this regulation except for the authorization of an organized assembly of persons greater than 20 persons associated with a reserved use of a park facility (for group assemblies, school field trips, etc.). Alaska State Parks will refer requests for these activities to

the Permittee. The Permittee will honor those Special Park Use Permits already issued. (See **Appendix J.**)

4.32 Sales and Prices

The Permittee may charge fees only to the extent that the State can charge fees under existing law and regulations. Fees listed below show the current fee structure and the maximum fees allowed under existing law. The Permittee must provide to the State for approval prior to permit issuance, the fee structure for these basic services for the 2012 season. Prior to March 15 of subsequent years, any changes to these basic fees must be submitted to the State for prior approval.

Activity	Current Fee	Maximum Fee
Overnight Camping	\$12 (per site)	\$20 per night
Daily Parking	\$5 per day per vehicle	\$5 per day per vehicle
Reserved use:		
-Slidehole Picnic Shelter	\$25 per group, or \$1 per person, whichever is greater	\$500/day
Firewood bundles	\$5.00 (provided by & collected by private operator)	\$8.00

The Permittee may not charge for the following uses, whether used singly or in any combination:

- Drinking water
- Interpretive displays
- Roads
- Toilets

The Permittee may not charge overnight camping fees unless access to restrooms, picnic tables, fire rings and potable water is available, nor may they charge for day use parking unless access to developed parking and restrooms is available.

The Permittee must provide to the State prior to permit issuance, and prior to March 15 of subsequent years, a comprehensive list of services and prices for approval for this season of operations. The Permittee will be allowed minor price changes with approval by the Permit Supervisor during the operating season if actual costs of goods or services delivery are demonstrated to have increased.

4.33 Advertising, Signage

Any printed material to be used, including stationery, brochures, postcards, display advertising, and other like material in connection with the operation of this business, or any advertising of any manner or form, whether in or about the facility premises or elsewhere, or in any newspaper or other publications, shall be provided to the State for approval before being displayed, distributed, or advertised. The Permittee agrees to not display, distribute or advertise anything, or place any sign in connection with the operation of this facility, which has not been approved in advance by the Permit Supervisor.

Prior to collecting any fees, the Permittee shall install signs that indicate that the site is being operated by a private entity under a permit issued by the State. The Permit Supervisor will provide sign guidelines and locations. At a minimum, a sign stating, "This Park is operated under a commercial permit issued by Alaska State Parks to (*insert business name*)" should be placed on or near the fee stations. The Permittee is responsible to fabricate, post, and maintain signs at the fee collection area, the bulletin boards, and the toilets.

4.34 State Held Harmless

The Permittee agrees to indemnify, save harmless, and defend the State, its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly from the Permittee's performance under this permit.

4.35 Insurance Requirements

- 1) The Permittee shall provide and maintain, for all employees engaged in work under this permit, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 2) Without limiting indemnification, the Permittee shall obtain, and maintain throughout the permit term, commercial general liability insurance with coverage limits not less than \$300,000 combined single limit per occurrence, where generally applicable, and shall include premises operations, independent contractor's products/completed operations, broad form property damage, blanket contractual and personal injury endorsements. The liability insurance policy must list the State of Alaska as additional insured and provide for a 30-day cancellation notification to the State should the policy be canceled.
- 3) The Permittee shall obtain, and maintain throughout the permit term, comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles used by the Permittee in the performance of services under this permit, with coverage limits not less than \$300,000 combined single limit per occurrence. The automobile insurance policy must list the State of Alaska as additional insured and provide for a 30-day cancellation notification to the State should the policy be canceled.

A current certificate of insurance meeting the requirements of this paragraph is required before operations under this permit will be allowed. This certificate must be sent by the Permittee's insurance carrier directly to the Issuing Office.

4.36 Reports

The Permittee shall present the following reports to the Permit Supervisor by the dates indicated:

- 1) A Monthly Visitor Use Report is due on the fifth (5th) day of every month reporting the previous month's visitation. These forms shall be filed for May through September. (See **APPENDIX E**) A sample daily use report form is included in Appendix E for use by the Permittee in recording daily use, but the report is not required to be submitted to the State.)
- 2) An end-of-season report is due on or before October 15, or within 30 days of the permit's termination or revocation (see **APPENDIX F**).

- 3) Park Hazard Inspection reports are due on or before October 15, or within 30 days of the permit's termination or revocation. (see **APPENDIX G**)
- 4) At the beginning and end of each summer field season the Permittee is responsible for conducting a facility inventory report using the form provided by Parks. This report will be copied and supplied by the State and should be submitted to the area office headquarters no later than one week **after the beginning of the season** or no later than May 31st, and one week **after the end of the season** or no later than September 31st. (See **APPENDIX L**)

4.37 Performance Bond or Assignment of Time Certificate of Deposit

The Permittee shall secure a performance bond in an amount of \$5000. Bonds may take the form of corporate surety, U.S. Treasury bills, notes, and bonds or other negotiable securities, cash deposits, irrevocable letters of credit, assignment of savings accounts, or assignment of certificates of deposit. (For example, see **Appendix D.**) The bond shall be held by the State for the duration of the permit term, unless the Permit Supervisor determines that the need for the bond requirement no longer exists after one or more operating seasons. Upon completion of that review, the Permit Supervisor may reduce the amount of the bond or eliminate the need for the bond.

The performance bond may be used by the State, at its sole discretion, to protect the interests of the State in the event the Permittee fails to comply with permit terms or stipulations, fails to make necessary and appropriate repairs to State or other facilities, damages park resources, or fails to correct a condition which may cause damage to an adjoining landowner. A forfeiture bond is not required; the bond will only be used to cover actual costs associated with repairs and maintenance.

4.38 Modification/Amendment of Permit

Notwithstanding any of the provisions of this RFP, the parties may hereafter, by mutual consent, agree to modifications thereof, additions thereto or termination thereof, in writing, which are not forbidden by law. Any modifications shall be in writing and shall be consistent with the original scope of services specified in the RFP.

4.39 Failure to Comply

The State will notify the Permittee of unacceptable performance as soon as possible after the failure is reported. The Permittee must, without additional cost to the State, remedy and correct any deficiency in work or in articles provided in connection therewith.

Upon determination of non-compliance with this permit the Permit Supervisor will deliver to the Permittee a "Notice of Non-Compliance." If the failure is not corrected within the time limits specified in the first notice, the Permit Supervisor may:

- Correct the failure utilizing State employees or a private contractor, and billing the Permittee at cost for time and materials;
- Issue a second notice of non-compliance with a penalty of up to \$250.00 owed to the State by the Permittee; or

- Institute permit revocation proceedings as outlined below in ¶ 4.40.

4.40 Permit Revocation

If the Permittee remains in non-compliance with the terms of this permit after being served with a second “Notice of Non-Compliance” under ¶ 4.39, or the failure jeopardizes public safety or park resources or otherwise constitutes a significant breach, the Permit Supervisor may immediately revoke the permit. The Permittee is not entitled to reimbursement for damages suffered in the event that the permit is revoked under this section.

4.41 Permit Termination

The Director of the Division of Parks and Outdoor Recreation, after 30 days written notice, may terminate the permit, in whole or in part, when it is in the best interest of the State, as determined solely in the State's discretion. In the event that the permit is terminated under this section the Permittee must within six months make a claim with the Department of Administration under AS 44.77 for reimbursement for damages suffered upon termination or thereafter be barred from doing so.

4.42 Warranty

The State makes no warranty, express or implied, with respect to the consumer demand for, or acceptance of this service. The State assumes no risk of financial loss by the Permittee, and cannot guarantee financial gain or any opportunity to profit under this permit.

4.43 Definitions

Unless the context clearly indicates otherwise, the following definitions apply in this permit and any attachment:

"Division" means the Division of Parks and Outdoor Recreation in the Alaska Department of Natural Resources.

“DPOR” means the Division of Parks and Outdoor Recreation in the Alaska Department of Natural Resources.

"Permit Supervisor" means the Kenai Area Superintendent of the Division, or his/her designee.

“Gross revenues” means all money, fees, property, services, or any other things of value that the Permittee receives, directly or indirectly, through operations under this permit.

"Park", "Park Unit", "State park", "State park land", or "State park water" means any land, water, facility, or improvement managed by the Division.

"Permittee" means the applicant, company, business, employee, operator, contractor, or representative of the person and business named on the permit face authorized to conduct activities under the permit.

"State" means the State of Alaska.

APPENDIX A COMPETITIVE COMMERCIAL USE PERMIT APPLICATION

IN ORDER FOR THIS PROPOSAL TO BE CONSIDERED, THE BIDDER MUST PROVIDE THE FOLLOWING INFORMATION, REGARDLESS OF WHETHER OR NOT IT HAS BEEN SUBMITTED ON PREVIOUS PROPOSALS.

PLEASE PRINT

NAME OF FIRM: _____

ADDRESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

BUSINESS PHONE: _____ **FAX:** _____

24 HOUR CONTACT PHONE: _____

DO YOU HAVE A VALID ALASKA BUSINESS LICENSE ISSUED UNDER FIRM'S NAME?

Yes ☐ No ☐ License Number _____ (PLEASE ATTACH COPY OF LICENSE OR APPLICATION)

NOTE: *Bidders must have either a current business license or an application made. Proof must be submitted within ten (10) days of request.*

IN ACCORDANCE WITH A.S. 37.05.240, IS THE BIDDER IN ARREARS ON TAXES DUE?

Yes ☐ No ☐

(¶ 1.4 & 1.5) Are you proposing a credit toward your permit fee in exchange for honoring the Disabled Veteran's Camping Pass or the annual day use passes? If so, please provide details: _____

The minimum permit fee is specified in ¶ 1.6 of this RFP, and the proposal should confirm that the Respondent is offering this minimum. Proposals not offering the minimum permit fee will be rejected as unresponsive. If additional compensation is offered, the proposal should specify that

amount on an annual basis. If the compensation is variable, specify how the amount would be calculated and paid. Complete all applicable sections. Enter zero (0) if nothing is bid.

I am proposing:

\$_____ minimum permit fee

\$_____ additional permit fee

_____ % of gross revenues from camping

_____ % of gross revenues from daily parking

_____ % of gross revenues from picnic shelter rentals

\$_____ per bundle of firewood sold

Other proposed payments or compensation: _____

Is there any conflict of interest with the Applicant, Respondent, Employee, or other potential Permittee? (In accord with ¶ 3.16) (circle) YES NO

If so, elaborate: _____

I certify that I have read and understand the stipulations and permit provisions. If I do not provide satisfactory proof of business license by the date indicated, I understand the permit may be awarded to someone else.

Further, I certify that I will comply with:

1. the laws of the State of Alaska;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the accompanying federal regulations; and
4. all terms and conditions set out in this RFP.

The information I have entered on this form and the other required forms for this proposal is complete and true to the best of my knowledge. I understand that any false, fictitious, or fraudulent statement or representation may result in denial, suspension or revocation of any permit issued. I also certify that the bid price was arrived at independently without collusion and the offer made in this bid will remain in effect for at least 60 days from bid deadline submittal date.

I agree to provide the services indicated in a satisfactory manner, to abide by the terms and conditions of any permit that might be issued, and to confine activities to those described.

My bid/proposal and all required forms for this permit are attached to this document.

Signed: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX B ANNUAL OPERATIONS PLAN AND REQUESTED CHANGES TO PERMIT STIPULATIONS

Respondents to this RFP are required to submit an annual operations plan for the 2012 season as a part of their proposal. This plan, the permit stipulations included in this RFP and other portions of the successful Respondent's proposal shall control the Permittee's activities allowed in the facility. It is understood that all of these items may be modified by negotiations between the State and successful Respondent (which will become the Permittee). Further, the plan and permit stipulations may be modified during the period of the permit by mutual agreement of the parties.

Generally, the State does not regulate prices, so long as the park fees do not exceed the allowable maximum (§ 4.32), but reserves the right to do so. Please specify how fees shall be established, how the fees will be collected, etc. Respondents should provide a list of all proposed fees to be charged to the public throughout the life of the permit, including pricing policies. The proposed fees should be tied to your proposed operating plan provisions.

Please provide detailed information regarding the parks operation plan, as it relates to this RFP. Additionally, list any revisions, deletions, and additions that you wish to make to the permit terms or stipulations. These proposed changes to the permit terms and stipulations will be the subject of negotiations. The State will assume that, unless specifically identified by the Respondent in this section, the permit terms and stipulations in this RFP are acceptable.

The following outline may be used to help structure the operations plan.

Sample Operating Plan Outline

A. Operating Season

B. Staffing and Management

1. Staffing
2. Personnel
3. Employee Training
4. Employee Services
5. Employee Conduct
6. Contingency Plans for staff turnover
7. Uniforms

C. General Operations

1. Recreation Site Operations
 - a. Hours of Operation
 - b. Cleaning and Maintenance
2. Pricing Policy and Fee Management
 - a. Use of Fee Sites by non-fee guests
 - b. Fee schedule (define fees to be charged, and what types of services may be provided at no charge to visitors, if applicable)

- c. Fee collection and refunds
- d. Financial control and accounting procedures
- 3. Insurance
- 4. Customer/Visitor Surveys and Feedback
- 5. Emergency Responses
- 6. Law Enforcement
- 7. Communication systems
- 8. Equipment and supplies
- 9. Use reports
- 10. Utilities
- 11. Garbage Management
- 12. Water system operation and testing
- 13. Toilet pumping
- 14. Site Hazards
- 15. Signs and Posters
- 16. Advertising
- 17. Road maintenance
- 18. Vandalism
- 19. Improvements
- 20. Storage
- 21. Other optional services

D. Pre-season Operations

E. Open Season Operations

F. Post-season Operations

G. Special Conditions

APPENDIX C BUSINESS PLAN FORMAT

The State is required to evaluate RFP responses by technical and financial capability. Please use the following guidelines in preparing the Business Plan.

Documentation of Business Company or Corporation

Respondents should include information about the business organization and organizational structure, i.e., organization and/or individual name, mailing address, designated agent, evidence of incorporation and good standing, and name and address of each affiliate of the applicant. Respondents that are limited-liability companies should provide the names and interests of the company's principals. Should the respondent not be incorporated in the State of Alaska, the respondent must submit a valid license to do business in Alaska.

Name of Company: _____

Address: _____

Designated Agent: _____

Type of Business: Sole Proprietor ☐ Corporation ☐ Partnership ☐
Joint Venture ☐ Limited Liability ☐ Other? ☐
(Please check one)

If Other, please list what type _____

State Incorporated: _____

Date incorporated: _____

Include any appropriate information, including shareholder or partnership agreements, as an attachment to this Business Plan, and complete the following list of owners:

<i>Name</i>	<i>Address</i>	<i>SSN</i>	<i>% Ownership</i>
-------------	----------------	------------	--------------------

Personnel/Staffing

Explain how you plan to recruit, develop and maintain your workers. List the number of employees you will have, as well as their job titles and required skills. Discuss any training that you plan for your employees, including any first aid certification.

Business Experience/Performance (if more room is required, include as attached document)

Respondents should furnish a detailed description of their experience as it relates to operating and maintaining the park units. The description should include experience in private business, public service, or any nonprofit or other related enterprises. For each business venture, include the following information:

- The dates of the business experience
- The location of the business
- A description of services provided
- A description of customers served
- The number of employees supervised
- The volume of business

For respondents who have prior experience in managing Alaska State Parks or other government campgrounds, provide copies of annual written performance evaluations.

Financial Data

The respondent must list all projected annual operating costs for managing the park units, providing sufficient detail to show how those costs are determined. Any financial information submitted by respondents should conform to generally accepted accounting principles or other comprehensive bases of accounting. Any previously prepared financial documents that are submitted should be unmodified and in their original form, including footnotes. Respondents must show that they have 25 percent of the first year's operating costs in liquid assets. Liquid assets are those that can be readily converted to cash.

Capital Equipment List:

Capital equipment is defined as assets which have useful lives of more than one year. Examples include machines, equipment, vehicles, computers, etc. Describe the equipment, the quantity, whether the equipment is new or used (N/U), the expected useful life, and the cost.

Equipment	Quantity	N/U	Life	Cost
Total Cost of Capital Equipment				
\$ _____				

Start-up Expenses

Item	Cost
Total cost of capital equipment	
Beginning inventory of operating supplies	
Legal Fees	
Accounting Fees	
Other Professional Fees	
Licenses and Permits	
Remodeling and repair work	
Deposits (public utilities such as phones, etc.)	
Advertising	
Insurance	
Bonds	
Advance Permit Fees	
Other Expenses:	
Total Start-up Expenses	\$ _____

Sources and Uses of Financing

A. Sources of Financing	
Investment of cash by owners	\$
Investment of cash by shareholders	
Investment of non-cash assets by owners	
Investment of non-cash assets by shareholders	
Bank loans to business: short term (1 yr or less)	
Bank loans to business: long term (more than 1 yr)	
Bank loans secured by personal assets	
Small Business Administration loans	
Other sources of financing (specify)	
•	
•	
•	
Total sources of Financing	\$ _____

<u>B. Uses of Financing</u>	
Buildings	
Equipment	
Initial Inventory	
Working Capital to pay operation expenses	
Non-cash assets contributed by owners (use same amount as in Sources, above)	
Other assets (specify)	
•	
•	
Total Uses of Financing	\$ _____

Cash Flow Projection

The cash flow projection is the most important financial planning tool available to you. The cash flow projection attempts to budget the cash needs of a business and shows how cash will flow in and out of the business over a stated period of time. A cash flow deals only with actual cash transactions. Depreciation, a non-cash expense, does not appear on a cash flow. Loan repayments (including interest), on the other hand, do, since they represent a cash disbursement.

Please complete the cash flow projection chart on the following page using the existing format.

Cash Flow Projection (or Cash Flow Budget) by Month – Year One

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL
1														
2	Cash Receipts													
3	Sales Receivables													
4	Wholesale													
5	Retail													
6	Other Services													
7	Total Cash Receipts													
8	Cash Disbursements													
9	Cost of Goods													
10	Variable Labor													
11	Advertising													
12	Legal and Accounting													
13	Delivery Expenses													
14	Fixed Cash Disbursements*													
15	Term Loan													
16	Line of Credit													
17	Other													
18	Total Cash Disbursements													
19	Cumulative Cash Flow													
20	* Fixed Cash Disbursements:													
21	Utilities													
22	Salaries													
23	Payroll Taxes and Benefits													
24	Office Supplies													
25	Maintenance & Cleaning													
26	Licenses/Permit fees													
27	Boxes/paper, etc.													
28	Phones													
29	Miscellaneous													
30	Total FCD/Year													
31	FCD/Month													
32	Cash on Hand													
33	Opening Balance													
34	+ Cash Receipts													
35	- Cash Disbursements													
36	Total = New Balance													

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Start-up Balance Sheet

Balance sheets are designed to show how the assets, liabilities and net worth of a company are distributed at a given point in time. Please complete the following Start-up balance sheet:

Start-up Balance Sheet

Assets

Current Assets		\$ _____
Fixed Assets	\$ _____	
Less Accumulated Depreciation	\$ _____	
Net Fixed Assets		\$ _____
Other Assets		\$ _____
Total Assets		\$ _____

Footnotes:

Liabilities

Current Liabilities	\$ _____
Long term Liabilities	\$ _____
Total Liabilities	\$ _____

Net Worth or Owner's Equity	\$ _____
(Total assets minus total liabilities)	
Total Liabilities and Net Worth	\$ _____

Footnotes:

Start-up Income Statement Projection:

Income statements (also called profit and loss statements) complement balance sheets. The income statement provides a moving picture of the company during a particular period of time. For most businesses, income projections covering one to three years are more than adequate.

Please complete the start-up income statement projection chart on the following page using the existing format.

Income Projection by Month – Year One

1		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL
2														
3	Sales													
4	Wholesale													
5	Retail													
6	Total Sales:													
7														
8	Cost of Materials													
9	Variable Labor													
10	Cost of Goods sold													
11														
12	Gross Margin													
13	Operating Expenses													
14	Utilities													
15	Salaries													
16	Payroll Taxes & Benefits													
17	Advertising													
18	Office Supplies													
19	Insurance													
20	Maintenance & Cleaning													
21	Legal & Accounting													
22	Delivery expenses													
23	Licenses/Permit fees													
24	Boxes/paper, etc.													
25	Phone													
26	Depreciation													
27	Miscellaneous													
28	Total Operating Expenses:													
29														
30	Other Expenses													
31	Interest (Term Loan)													
32	Interest (Line of Credit)													
33	Total Other Expenses:													
34	Total Expenses:													
35														
36	Net Profit (loss) Pre-Tax													

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Request for Verification

State of Alaska, Department of Natural Resources Division of Parks and Outdoor Recreation REQUEST FOR VERIFICATION			
Instructions: Applicant- Complete items 1 thru 5. Forward directly to bank or lending institution. Lender- Please complete items 6 thru 15. Return directly to Alaska Division of Parks and Outdoor Recreation, (address _____) ATTN:			
Part I – REQUEST			
1.	TO:	Name and Address of Bank or other Lending Institutions	2. FROM: (Name and Address of Applicant)
3. STATEMENT OF APPLICANT			
TYPE OF ACCOUNT		ACCOUNT NUMBER	CURRENT BALANCE
CHECKING ACCOUNT			
SAVINGS ACCOUNT			
OTHER			
I have applied for a <input type="checkbox"/> concession contract, or a <input type="checkbox"/> commercial use operator permit with the State of Alaska, DNR, Division of Parks and Outdoor Recreation and state that my balance with the bank or lending institution named in item 1 are as shown in item 3. My signature below authorizes verification of the information. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers.			
4. Signature of Applicant			5. Date / /
PART II – VERIFICATION			
6. Does the applicant have any outstanding loans? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete item 7		10. Is the account less than 2 months old? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete item 11	
7. TYPES OF LOANS	MONTHLY PYMT.	PRESENT BALANCE	11. Date account was opened:
Secured			
Unsecured			12. Payment Experience: <input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable If unfavorable, please explain in remarks
8. Is applicant's statement in item 3 correct? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete item 9			
9. CURRENT BALANCES			
CHECKING	SAVINGS		
13. REMARKS:			
THE INFORMATION ON THIS FORM IS CONFIDENTIAL. IT IS TO BE TRANSMITTED DIRECTLY, WITHOUT PASSING THROUGH THE HANDS OF THE APPLICANT OR ANY OTHER PARTY.			
14. Signature of Bank or Lending Institution Officer			15. Date / /

Supporting Documents

Each Respondent is required to submit the following additional items listed below:

- _____ 1. Provide a minimum of two written letters of reference from individuals who can attest to your ability to perform successfully under this RFP.
- _____ 2. Bank or investor letters of intent to finance project.
- _____ 3. Request for Verification Form completed by financial institution
- _____ 4. Copies of business leases pertinent to this business.
- _____ 5. Copies of all pertinent existing permits or licenses applicable to this business.

APPENDIX D SAMPLE MONTHLY USE REPORT**Park Unit** _____ (complete one report for each campground)**Month/Year** _____

DAY	OVERNIGHT CAMPING - RESIDENTS	OVERNIGHT CAMPING – NON-RESIDENTS	DAY USE PARKING
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

Park Unit: _____

Month/Year: _____

Incident Recap (Please give details below; use additional sheets as required):

(Please include law enforcement incidents, search and rescues, resource damages, personal injuries or fatalities, wildfires, floods, etc.)

Incident Reports: _____

Hazards Noted/Action taken:

(Please describe any hazards or other safety concerns and how they were addressed.)

APPENDIX E SAMPLE END OF SEASON REPORT

Park Unit _____

Year _____

Visitation – List Totals

Park Visitors	Resident	Non-residents
Camping		
Daily Parking		
Total		

Total Revenue Collections

	Camping	Daily Parking	Firewood	Picnic Shelter	Other Fees Or Sales
May					
June					
July					
August					
Sept.					
Column Total					

(Merchandise – please list specific types of merchandise sold below):

Comments on visitation or revenue situations:

(Please include law enforcement incidents, search and rescues, resource damages, personal injuries or fatalities, wildfires, floods, etc.)

[illegible]

(Please describe any maintenance concerns or management problems, suggestions for improvements, and other matters of interest. List material and equipment required to address/resolve and the cost and time estimate.)

[illegible]

APPENDIX F PARK HAZARD INSPECTION FORM

Name of Unit: _____ Date: _____
Person Reporting _____

☐ Complete ☐ Follow-up Needed ☐ Follow-up completed, documentation attached

Park Inspection Report

Even if no hazards are detected, it is important to complete this form.

Time of Day: _____ a.m./p.m.

Weather conditions: _____

Type of Inspection: (Circle any applicable)

Annual Inspection Emergency Inspection Campground Hazards Swimming Hazards

Trail Hazards Structural Hazards ADA Concerns Other _____

List any hazards detected. If none are observed, write NONE DETECTED. Use sketches, maps and additional sheets, if necessary.

List any actions taken immediately, what problems were remediated, and any recommendations.

Name

DATE

APPENDIX G - STANDARD PERFORMANCE EVALUATION FORM

Mid-Year and Year-End Performance Appraisal Campgrounds under Commercial Use Permit

Area/Park Unit(s): _____ Permittee: _____

Appraiser: _____ Date: _____

Performance Item	Above Standards	Meets Standards	Below Standards	Unacceptable
A. Permit Terms	*****	*****	*****	*****
! 1. Insurance requirements met				
!2. Payments timely				
3. Use reports accurate & timely				
4. Other permit terms met (specify below)				
Communications				
Miscellaneous Sales				
B. Operation and Maintenance Plan	*****	*****	*****	*****
! 1. O&M Plan complete & properly submitted				
2. MMA/fee offset plan submitted in a timely manner				
!3. MMA/Fee offset projects completed to standard				
4. Pre- and post-season ops & maintenance performed to standard and in a timely manner				
C. Customer Service	*****	*****	*****	*****
! 1. Good PR maintained with Park visitors				
2. Good Comments received from visitors				
!3. Fees & services provided as represented				
4. Visitor compliance with Park regs obtained				
D. Health and Cleanliness	*****	*****	*****	*****
!1. Humans free from exposure to human waste				
!2. Water and sewage treatment systems meet w/all state standards				
3. Garbage does not exceed container capacities				
4. Garbage containers are animal resistant				
5. Sites are free of litter & animal refuse				
6. Graffiti is removed within 48 hours of discovery.				
7. Toilets & garbage locations are free of objectionable odors				
8. All other facilities are kept clean				

! Denotes a Critical Element

Appendix G Standard Performance Evaluation Form page 2

Performance Item	Above Standards	Meets Standards	Below Standards	Unacceptable
E. Setting	*****	*****	*****	*****
1. Numbers of people & vehicles is kept below site capacity				
F. Safety and Security	*****	*****	*****	*****
!1. Safety inspections completed pre-season & during season. Documented high risk conditions are corrected prior to use				
!2. High-risk conditions that develop during the season are mitigated, or the site is closed				
!3. Employees have dependable communications				
!4. Activities prohibited under specific Park Regs are dealt with appropriately				
!5. Utility systems meet applicable state and local regulations				
G. Responsiveness	*****	*****	*****	*****
1. All site entrances are well marked, easily found and visitors feel welcome				
2. Info boards look fresh, professional, are uncluttered and contain appropriate info.				
3. All personnel demonstrate good customer services practices.				
H. Condition of Facilities	*****	*****	*****	*****
!1. All restrooms are functional and in good repair				
2. All facilities, including parking and use sites, meet Park standards for cleanliness, maintenance and safety				
3. Signs & bulletin boards are well maintained and meet Parks standards				
4. Gravel roads are graded as required				
5. Vandalism is corrected or mitigated within 1 week of discovery				

! Denotes a Critical Element

Comments and/or corrective actions pertaining to specific items listed above: _____

Have all "Below Standard" items from previous performance inspection/appraisal(s) been corrected?

Permittee's comments

Midseason Evaluation: ☐

Year End Evaluation: ☐

**Above
Standards** ☐

**Meets
Standards** ☐

**Below
Standards** ☐

Unacceptable ☐

- Note:
1. If any Critical Element is rated "Below Standards," the best possible overall rating is Below Standards.
 2. If any Critical Element is rated "Unacceptable," the best possible overall rating is Unacceptable.
 3. If one to three other elements are rated "Unacceptable," the best possible overall rating is Below Standards.
 4. If three or more Critical Elements are rated "Below Standards" or over four other elements are rated "Unacceptable," the best possible rating is Unacceptable.

Below Standards: The Permittee is given notice regarding which element(s) justify the rating, and if performance in this element(s) is not improved prior to the next rating period, the Below Standards rating shall be reduced to an Unacceptable rating.

Unacceptable: The Permittee is issued written "Notice of Non-Compliance," as stipulated in ¶ 4.39 of the Commercial Use Permit. This is the required first step in suspension and/or revocation of use over all or portions of the permit area. In some instances, such as a lack of adequate insurance, safety issues, etc., suspension or revocation may take place immediately.

Signatures:

Permittee Representative: _____ Date: _____

Permit Supervisor: _____ Date: _____

The holder's signature denotes that the Alaska State Parks representative has discussed this evaluation/appraisal with the holder or his/her representative. A signature does not necessarily constitute agreement or acceptance of the rating.

APPENDIX H GROUP USE PERMIT FORM



Alaska State Parks Special Park Use Permit Application

Please note that a non-refundable application fee may be required for Special Park Use Permits. Make check payable to the State of Alaska. Call park office listed for facility for more information.

Applicant: _____

Organization: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Email _____

Park Facility Name or Location of Activity (attach map if necessary) _____

Is this for reserved and exclusive use of this park facility? _____

From: _____ to _____

Date and Time am/pm Date and Time am/pm

Description of Activity (attach additional information if necessary) _____

Number of People: _____ Adults _____ Children

Other Comments:

Applicant's Signature

Date

General Stipulations: Alaska State Parks Special Use Permit

- 1. Non-assignment:** This permit may not be assigned without the written approval and acceptance of the assignee by the director or his/her designee. Further, the licensee shall not sublet or enter into any third party agreements involving the privileges authorized by this permit.
- 2. Non-waiver Provision:** The failure to enforce provision of this permit or any default on the part of the permittee in observance or performance of any of the conditions or requirements of this permit is not a waiver of the forfeiture provision or any other provision of the permit.
- 3. Permanent Structures:** Permanent structures are prohibited from being placed by the permittee on state park lands or waters.
- 4. Personal Property:** If personal property is authorized to be placed or located on park lands or waters under the provisions of this permit said personal property shall be removed prior to the expiration of the permit or may be impounded by the state.
- 5. Forfeiture:** Permittee shall forfeit the permit if he/she defaults in the performance or observance of any of the permit terms, covenants or stipulations or of a statute or regulation.
- 6. State Held Harmless:** The permittee agrees to indemnify, defend and hold harmless the State of Alaska from any and all liability claims arising from the actions of the permittee or his/her agents, employees or clients while conducting activities under this permit on state park lands or waters.
- 7. Litter Removal:** The licensee shall remove all litter caused by their activities and shall make a reasonable effort to pick up and remove from the park litter which they find in the vicinity of their activities within the park.
- 8. Valid Claims and Applicable Laws:** This permit is subject to all valid claims and applicable laws and regulations.
- 9. Forest Fire Suppression:** The permittee and his/her agents and employees agree to take all reasonable precautions to prevent, make diligent efforts to suppress, and report promptly all fires on or endangering state park lands. No material shall be disposed of by burning during closed season established by law or regulation without a written permit from the state forester.
- 10. Campfires:** Permittee and his/her agents and employees agree to abide by all state regulations pertaining to campfires.
- 11. Protection of Park Land or Property from Damage:** Permittee shall exercise diligence in protecting from damage the land, property and resources of the State of Alaska in the area covered by and used in connection with this permit and shall pay the state for any damage resulting from negligence or from the violation of the terms of this permit or any law or regulation applicable to the use of state parks by the permittee or by his/her agents and employees when acting within the scope of their employment or by his/her contractors and subcontractors.

12. Repair of Damage: Permittee shall fully repair all damage, other than ordinary wear and tear, to state park roads and trails caused in the exercise of the privilege authorized by this permit.

13. Non-obstruction of Public Use: Permittee, employees, agents or clients shall not interfere with free public use of roads and trails in the area of their activities except as may be authorized by special stipulation in this permit.

14. Geographic Limitation: This permit is applicable only for the use areas described.

15. Selling Prohibited: It is expressly agreed and understood that this permit does not authorize the permittee to solicit business, advertise, collect any fee or sell any goods or services on state park lands or waters.

16. No Preferential Right of Renewal: No rights of renewal or preferential rights for renewal are attached to this permit.

17. Wheeled or Tracked Vehicles: Activities employing wheeled or tracked vehicles when specifically allowed under the description of activities of the permit or in the special stipulations shall be conducted in such a manner as to minimize surface damage to park lands and resources.

18. Activity Area and Campsite Cleanliness: All activity areas and campsites shall be kept clean and maintained in a workperson-like manner.

19. Survey Monuments: Survey monuments, witness corridors, reference monuments, mining claim posts and bearing trees shall be protected against destruction, obliteration or damage. Any damaged or obliterated markers caused by actions of the permittee or his/her agents shall be reestablished in accordance with accepted survey practices of the state.

20. Natural Hazards: The permittee recognizes and understands that natural hazards are likely to exist within the area of his/her operation. The permittee agrees to take all reasonable precautions to make himself/herself aware of these hazards and to avoid injury to persons or property.

21. Signs: No signs or advertising devices shall be erected on the area covered by this permit, or highway leading thereto, without prior approval of the state as to location, design, size, color and message. Erected signs shall be maintained and renewed as necessary to neat and presentable standards.

22. Advertising: The permittee in his/her advertisements, signs, circulars, brochures, letterheads, and like material as well as orally shall not represent in any way any terms and conditions or status of this permit or areas covered by its or tributary thereto.

23. State Inspection of Permit Area: The state reserves the right to inspect areas of activity under this permit. It is understood, however, that the state will only inspect the site during normal periods of activity by the permittee or at other times that are convenient to the permittee unless in an emergency situation.

24. Special Stipulations: Any special stipulations attached to this permit are a part of this permit.

25. Native Claim Selection: Should this permit fall within the boundaries of a present or future native claim selection area the permit will terminate on the date the selection receives tentative approval for transfer or patent to a native or native corporation.

APPENDIX I APPLICABLE DIRECTOR'S ORDERS

No Director's Orders specifically apply to Anchor River SRA or Stariski SRS.

APPENDIX J INVENTORY FORM

(name of facility)

DATE: _____

INVENTORY CONDUCTED BY: _____

PROPERTY	QUANTITY	REMARKS
Picnic Tables		
Fire rings		
Benches		
Latrines		
Group Shelters		
Dumpster Pad		
Hand pumps		
Iron Ranger (fee safe)		
Fee Station Signs		
Bulletin Boards		
Gate		
Class A Entrance Sign		
Signs (regulatory)		

APPENDIX K CURRENT FACILITY INVENTORY

Silverking Camping and Day Use Area

9 picnic tables
4 fire rings
1 DVL – 1500 gallons
1 bulletin board
1 kiosk with 2 interpretive panels and 1 information board
1 iron ranger fee station

Coho Camping and Day Use Area

12 picnic tables
12 fire rings
1 DVL – 1800 gallons
1 bulletin board
1 iron ranger and fee station

Steelhead Camping and Day Use Area

17 picnic tables
17 fire rings
1 DVL – 1500 gallons
1 bulletin board
1 iron ranger and fee station

Slidehole Campground and Day Use Area

44 picnic tables
40 fire rings
1 DVL – 2500 gallons
2 DVL – 1500 gallons each
1 fresh water system (pressurized)
3 bulletin boards
3 interpretive panels
1 “Kids Don’t Float” PFD loaner station
2 iron rangers and fee stations
Host site has electrical power

Halibut Campground and Day Use Area

24 picnic tables
23 fire rings
2 DVL – 1500 gallons each
1 water system (hand pump)
2 bulletin boards
2 interpretive panels
1 iron ranger and fee station
Host site has electrical power
Storage shed for maintenance & janitorial supply storage

Stariski Campground

16 picnic tables

14 fire rings

1 DVL – 1500 gallons

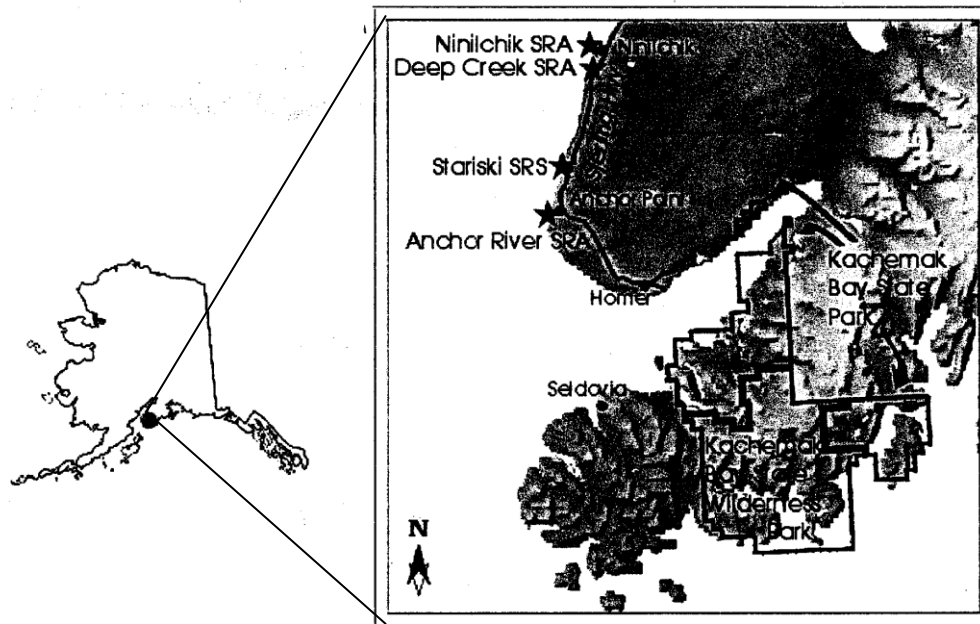
1 fresh water system (hand pump)

1 bulletin board

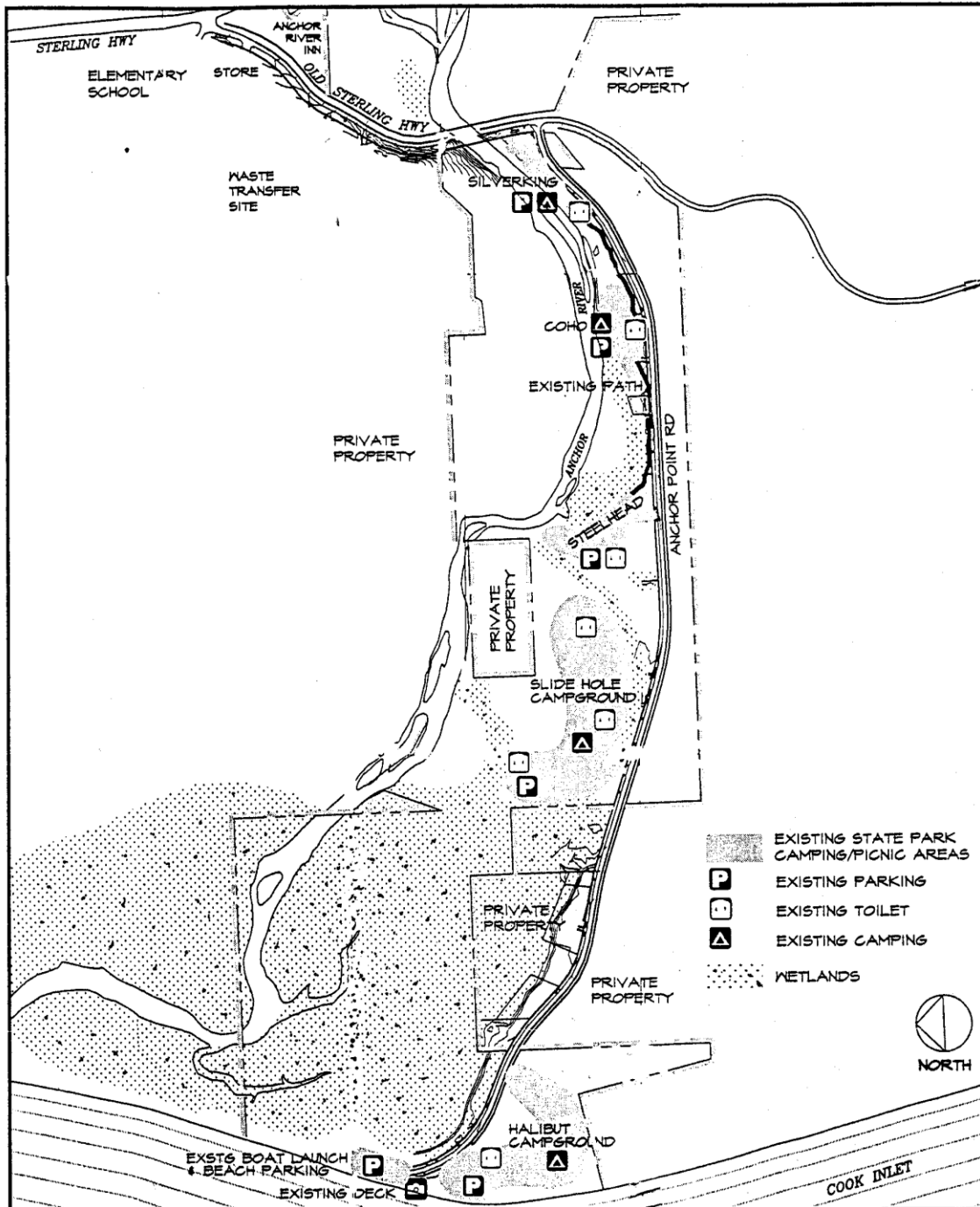
1 iron ranger and fee station

No sign inventory available

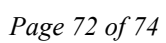
APPENDIX L SITE MAPS

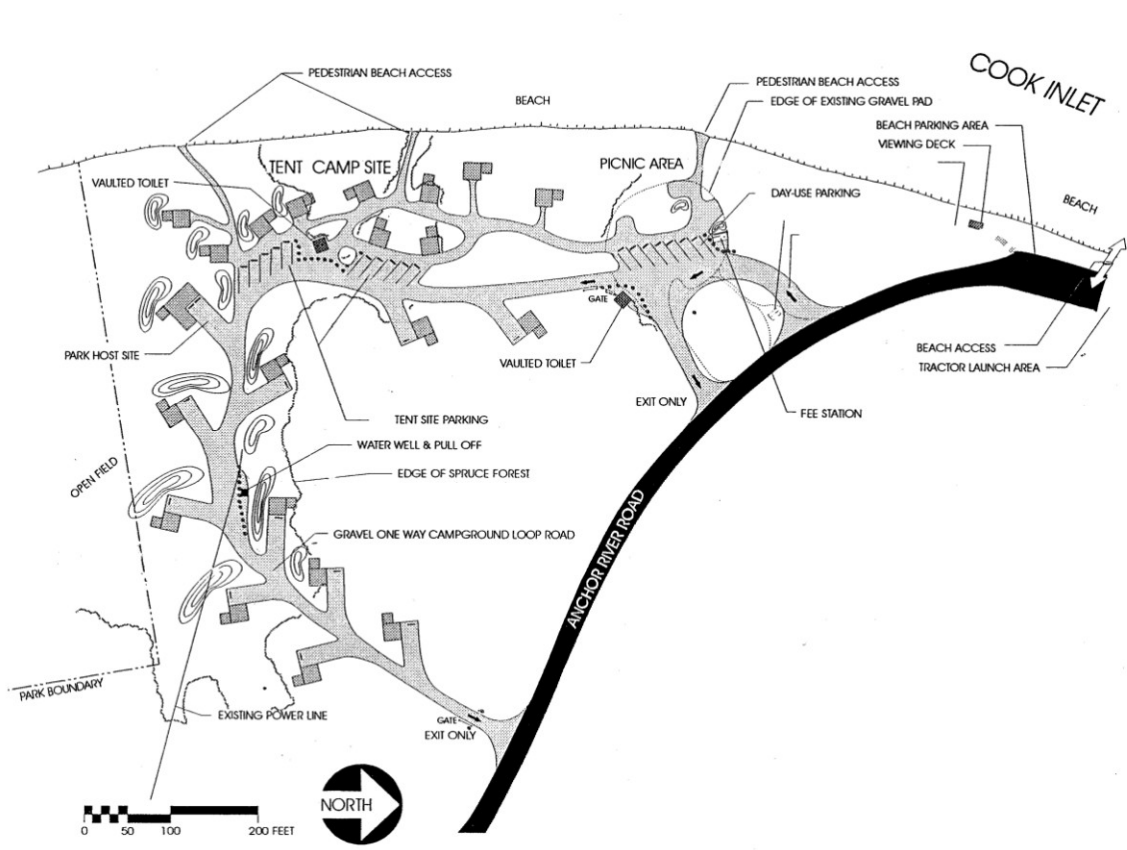


Anchor River State Recreation Area



*Request for Proposals – Anchor River State Recreation Area & Stariski State Recreation Site
February 2012*





Halibut Campground

